

<i>SERFF Tracking Number:</i>	<i>AEGQ-127614173</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Transamerica Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49805</i>
<i>Company Tracking Number:</i>	<i>PGPF2011TLICNC</i>		
<i>TOI:</i>	<i>A02G Group Annuities - Deferred Non-variable</i>	<i>Sub-TOI:</i>	<i>A02G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>TLIC - GPF contract</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Transamerica Life Insurance Company

Product Name: TLIC - GPF contract

SERFF Tr Num: AEGQ-127614173 State: Arkansas

TOI: A02G Group Annuities - Deferred Non-variable

SERFF Status: Closed-Approved-Closed
State Tr Num: 49805

Sub-TOI: A02G.002 Flexible Premium

Co Tr Num: PGPF2011TLICNC

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Author: Marie Monti

Disposition Date: 09/21/2011

Date Submitted: 09/15/2011

Disposition Status: Approved-Closed

Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Authorized

Project Number:

Date Approved in Domicile: 06/30/2011

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Group Market Type: Employer, Other

Explanation for Other Group Market Type: Taft Hartley Plans

Overall Rate Impact:

Filing Status Changed: 09/21/2011

Deemer Date:

State Status Changed: 09/21/2011

Submitted By: Marie Monti

Created By: Marie Monti

Filing Description:

Corresponding Filing Tracking Number:

Enclosed for approval for use on a general basis by Transamerica Life Insurance Company are the above referenced forms. These forms do not replace any forms previously filed with your Department.

PGPF2011TLICNC is an allocated group annuity contract with provision for separate account funding and AGPF2011TLICNC is its accompanying Contractholder application. PGPF2011TLICNC is designed for use as a funding vehicle for defined contribution qualified plans, 457(b) governmental plans, non-qualified deferred compensation plans (including those under IRC Section 457), and IRC Section 403(b) plans.

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PGPF2011TLICNC contains the Guaranteed Pooled Fund, which is a guaranteed separate account.

TLIC reserves the right to change the format, font and pagination of the Contract. Section and Article references may vary and as stated in the Memorandum of Variability, are not bracketed in most places. All other variable material in this submission has been bracketed and, except for the items described in the Memorandum of Variability, are self-explanatory. Bracketed material will be included or omitted except for: (a) numerical bracketed items, (b) the variable items with explanations indicated below, (c) specific contract identifying information such as names, dates and Contract Number, and (d) Section and Article references. Unless otherwise indicated below or in the Contract, bracketed numerical items, except for Section and Article references, represent maximum amounts.

Your earliest consideration of this filing will be greatly appreciated. Please do not hesitate to contact me at (914) 627-3232 if you have any questions concerning this filing.

Company and Contact

Filing Contact Information

Terry Degatano, Director, Contract Services degatat@divinvest.com
440 Mamaroneck Avenue 800-755-5803 [Phone] 1403232
[Ext]
Harrison, NY 10528 914-627-3279 [FAX]

Filing Company Information

Transamerica Life Insurance Company	CoCode: 86231	State of Domicile: Iowa
4333 Edgewood Road NE	Group Code: 468	Company Type: Life
Cedar Rapids, IA 52499	Group Name: 86231	State ID Number:
(800) 755-5803 ext. 1403482[Phone]	FEIN Number: 39-0989781	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50.00 per Contract form & application when filed together.
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Transamerica Life Insurance Company	\$50.00	09/15/2011	51658773

<i>SERFF Tracking Number:</i>	<i>AEGQ-127614173</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Project Name/Number:</i>	<i>/</i>		
Transamerica Life Insurance Company	\$50.00	09/19/2011	51742628

SERFF Tracking Number: AEGQ-127614173 State: Arkansas
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 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/21/2011	09/21/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	09/20/2011	09/20/2011	Marie Monti	09/21/2011	09/21/2011
Pending Industry Response	Linda Bird	09/16/2011	09/16/2011	Marie Monti	09/19/2011	09/19/2011

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Actuarial Memorandum Replacement	Note To Reviewer	Marie Monti	09/20/2011	09/20/2011

SERFF Tracking Number: *AEGQ-127614173* *State:* *Arkansas*
Filing Company: *Transamerica Life Insurance Company* *State Tracking Number:* *49805*
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Project Name/Number: /

Disposition

Disposition Date: 09/21/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AEGQ-127614173 State: Arkansas
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document (<i>revised</i>)	Flesch Certification		No
Supporting Document	Flesch Certification	Replaced	No
Supporting Document	Application		No
Supporting Document (<i>revised</i>)	Life & Annuity - Acturial Memo		No
Supporting Document	Memorandum of Variability		Yes
Supporting Document	Life & Annuity - Acturial Memo	Replaced	No
Form	Group Annuity Contract		Yes
Form	Group annuity application		Yes

SERFF Tracking Number: AEGQ-127614173 State: Arkansas
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TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: TLIC - GPF contract
Project Name/Number: /

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/20/2011
Submitted Date 09/20/2011
Respond By Date 10/20/2011

Dear Terry Degatano,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: We did not find any reference to readability as required by Ark. Code Ann. 23-80-206.

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: AEGQ-127614173 State: Arkansas
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TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: TLIC - GPF contract
Project Name/Number: /

Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/21/2011
Submitted Date 09/21/2011

Dear Linda Bird,

Comments:

We have received your letter dated September 20, 2011. Below is our response.

Response 1

Comments: We have added the required certification in the Supporting Documentation Tab.

In addition, as noted in our Note to Reviewer dated September 20, 2011, we have revised the Actuarial Memo in the Supporting Documentation Tab.

Related Objection 1

Comment:

We did not find any reference to readability as required by Ark. Code Ann. 23-80-206.

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Flesch Certification

Comment: Certification attached.

Satisfied -Name: Life & Annuity - Actuarial Memo

Comment: Actuarial Memo attached.

No Form Schedule items changed.

SERFF Tracking Number: *AEGQ-127614173* *State:* *Arkansas*
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TOI: *A02G Group Annuities - Deferred Non-variable* *Sub-TOI:* *A02G.002 Flexible Premium*
Product Name: *TLIC - GPF contract*
Project Name/Number: /

No Rate/Rule Schedule items changed.

We hope that you will now grant your approval of this filing.

Sincerely,
Marie Monti

SERFF Tracking Number: AEGQ-127614173 State: Arkansas
Filing Company: Transamerica Life Insurance Company State Tracking Number: 49805
Company Tracking Number: PGPF2011TLICNC
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: TLIC - GPF contract
Project Name/Number: /

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 09/16/2011
Submitted Date 09/16/2011
Respond By Date 10/17/2011

Dear Terry Degatano,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50,00 per form. We will hold your filing in a pending status until the additional \$50.00 is received.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: AEGQ-127614173 State: Arkansas
Filing Company: Transamerica Life Insurance Company State Tracking Number: 49805
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TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: TLIC - GPF contract
Project Name/Number: /

Response Letter

Response Letter Status Submitted to State
Response Letter Date 09/19/2011
Submitted Date 09/19/2011

Dear Linda Bird,

Comments:

We received your request for an additional filing fee of \$50.

Response 1

Comments: Per your comment that Regulation 57 was revised to \$50 per form, we have submitted an additional filing fee of \$50.00 via EFT.

Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50,00 per form. We will hold your filing in a pending status until the additional \$50.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

We hope that you will now be able to grant your approval.

Sincerely,
Marie Monti

SERFF Tracking Number: *AEGQ-127614173* *State:* *Arkansas*
Filing Company: *Transamerica Life Insurance Company* *State Tracking Number:* *49805*
Company Tracking Number: *PGPF2011TLICNC*
TOI: *A02G Group Annuities - Deferred Non-variable* *Sub-TOI:* *A02G.002 Flexible Premium*
Product Name: *TLIC - GPF contract*
Project Name/Number: */*

Note To Reviewer

Created By:

Marie Monti on 09/20/2011 01:12 PM

Last Edited By:

Marie Monti

Submitted On:

09/20/2011 01:12 PM

Subject:

Actuarial Memorandum Replacement

Comments:

We have enclosed a revised Actuarial Memorandum on the Supporting Document Tab and below which replaces the one which was previously submitted because the original Actuarial Memorandum was not correct.

Thank you.

Marie Monti

This is a replacement Actuarial Memo which replaces any previous one submitted for the below form.

Actuarial Memo - Arkansas – Transamerica Life Insurance Company

Form No.: PGPF2011TLICNC

Form Type: Fixed Only

I hereby certify that the actuarial basis used conforms to generally accepted actuarial principles, standards and guidelines, and that the reserves meet or exceed the requirements, statutes, rules and regulations of the State of Arkansas and are in compliance with the Standard Valuation Law.

In accordance with Chapter 81, Subchapter 2, Section 23-81-302, non-forfeiture law is not applicable since this is a group annuity contract funding retirement plans.



Signature of Qualified Actuary

September 20, 2011

Date

Colette Vargas,FSA, MAAA
Name

SERFF Tracking Number: AEGQ-127614173 State: Arkansas

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Company Tracking Number: PGPF2011TLICNC

TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium

Product Name: TLIC - GPF contract

Project Name/Number: /

Form Schedule

Lead Form Number: PGPF2011TLICNC

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	PGPF2011 TLICNC	Policy/Cont Group Annuity ract/Fratern Contract al Certificate	Initial			TLIC GPF Filing -no app..pdf
	AGPF2011 TLICNC	Application/Group annuity Enrollment application Form	Initial			TLIC GPF Filing - app..pdf



TRANSAMERICA LIFE INSURANCE COMPANY

CONTRACTHOLDER: [_____]

STATE OF DELIVERY

CONTRACT DATE

CONTRACT NO.

[_____]

[_____]

[_____]

Home Office: [4333 Edgewood Road NE, Cedar Rapids, Iowa 52499]

Issue Date: [_____]

Transamerica Life Insurance Company (TLIC) will pay the benefits provided in this Contract, subject to the provisions on this and the following pages of this Contract.

This Contract is governed by the laws of the State of Delivery.

The provisions of this Contract are set forth in the following order:

- | | |
|------------|--|
| Article 1. | Definitions |
| Article 2. | Contributions |
| Article 3. | Guaranteed Pooled Fund, Credits, Withdrawals and Transfers |
| Article 4. | Administration |
| Article 5. | Benefits |
| Article 6. | Suspension and Termination of Contract |
| Article 7. | Beneficiary Provisions |
| Article 8. | Modification of Contract Guarantees |
| Article 9. | General Provisions |

[Brenda Clancy, President]

[*Brenda Clancy*]

Countersignature

[_____]

[Craig D. Vermie, Secretary]

[*Craig D. Vermie*]

[1] Non-Participating [403(b)] Group Fixed
Annuity Contract with Pooled Separate Account Funding

PGPF2011TLICNC

Article 1. DEFINITIONS

"Annuitant"

An individual (a Participant or Participant's beneficiary) for whom an annuity has been purchased from TLIC.

"Annuity Purchase Date"

The date as of which an annuity has been purchased by TLIC on behalf of an Annuitant.

"Code"

The Internal Revenue Code of 1986, as amended from time to time.

"Contract"

This agreement between TLIC and the Contractholder.

"Contractholder"

The entity to whom TLIC has issued this Contract.

"Contract Year"

[2] [The 12 month period beginning on the Contract Date and each subsequent 12 month period.]

"Contribution"

Any deposit made by Participants [or by the Employer on behalf of Participants] which is to be allocated under this Contract.

"Date of Transfer"

The date determined by TLIC in accordance with the following paragraphs:

If the current yield on a three year Treasury note is not more than 2.00% higher than the annual Declared Rate of Interest in effect on the date the Contract is suspended, the Date of Transfer will be determined by TLIC based on fund liquidity, but will in no event be later than twelve months following the date the Contract is suspended.

If the current yield on a three year Treasury note is more than 2.00% higher than the annual Declared Rate of Interest in effect on the date the Contract is suspended, the Date of Transfer will be determined by TLIC based on fund liquidity, but will in no event be later than twenty-four months following the date the Contract is suspended.

“Declared Rate of Interest”

The rate of interest determined by TLIC for each Interest Crediting Period.

"Employer"

[_____]

[The term “Employer” throughout the Contract will mean each employer referenced above, or any one, all or any combination of the employers, or the applicable employer, whichever meaning is the most appropriate to the Contract provision.]

[“Employer Initiated Events”

Events within the control of the Employer which TLIC reasonably determines would have an adverse financial effect on TLIC including, but not limited to, a merger, layoffs, bankruptcy, full or partial Plan termination and early retirement incentive programs.] [Employer Initiated Events does not include suspension of the Contract by the Employer as provided in Article 6.]

["ERISA"

The Employee Retirement Income Security Act of 1974, as amended.]

“Fixed Income Fund”

Any fund or funding vehicle (excluding asset allocation or “lifestyle” funds) established for or used by the Plan for investing Plan funds, and:

- (i) in which the underlying investments consist predominately of bonds, mortgages or any other investments intended to provide fixed income returns which have an average quality of at least investment grade and an average duration of less than four years, or
- (ii) for which TLIC, another insurance company, or any financial institution provides a guarantee of principal, including, but not limited to, any fixed dollar deposit administration group annuity contract, guaranteed interest contract (GIC), synthetic guaranteed interest contract or funding agreement.

[The Schwab Personal Choice Retirement Account® (“Schwab PCRA”)] [and other self-directed brokerage accounts] will be treated as [a] Fixed Income Fund[s].]

"Guaranteed Pooled Fund"

A separate account maintained by TLIC (described in Article 3).

“Interest Crediting Period”

[13] A period of time of not less than [twelve] months for which a Declared Rate of Interest will be determined by TLIC.

“Minimum Guaranteed Interest Rate”

[6] [3%]

“Other Investment Options”

All other investment options available under the Plan as agreed to by TLIC.

“Participant”

An individual who is participating in the Plan and for whom a Participant Account is being maintained under this Contract.

“Participant Account”

[3] An account maintained by TLIC for each Participant with respect to funds held on his or her behalf in the Guaranteed Pooled Fund under this Contract. [Participant benefits, once vested, are non-forfeitable.]

The value of each Participant Account will be the dollar amount equal to (1) any credits made to this account under the terms of this Contract, minus (2) any withdrawals or transfers made from this account under the terms of this Contract.

“Plan”

[_____].

[The term “Plan” throughout the Contract will mean each plan referenced above, or any one, all or any combination of the plans, or the applicable plan, whichever meaning is the most appropriate to the Contract provision.]

[“Servicing Agent ”

[Diversified Retirement Corporation], the servicing agent for TLIC.]

[“Suspense Account”

An Account maintained for the purpose of temporarily holding monies.] [The assets of the Suspense Account are invested in TLIC’s general account.]

“Valuation Date”

Each day on which the New York Stock Exchange is open for trading and additional days as TLIC may at its option designate.

Article 2. CONTRIBUTIONS

Section A. Required Contributions

- [4] [The Employer is required to make deposits to this Contract in each Contract Year which equal the total of all deposits made to the Plan during such year, except for any deposits made to the Other Investment Options, if applicable.]

These deposits will include: [Contributions made through salary reduction or otherwise,] [Contributions made directly by the Employer for the Participants,] [any rollover amounts accepted that year by the Contractholder on behalf of Participants,] [any loan repayments made by Participants in accordance with the terms of the Plan] and any other amounts.

- [3] [In no event will the amount of contributions made pursuant to a salary reduction agreement for any Participant for any calendar year be in excess of the applicable elective deferral limit described in Code Section 402(g), except to the extent permitted under Section 414(v) of the Code, if applicable. Such contributions include elective deferrals for the employee under the Contract and any other elective deferrals under the Plan under which the Contract is purchased and under all other plans, contracts or arrangements of the Employer.]

It is the responsibility of the Employer to collect Contributions [and loan repayments] for deposit under this Contract by salary reduction or otherwise and to promptly remit them to TLIC, in a format approved by TLIC, with the information necessary for proper allocation under this Contract. Such information will include a list of individual Participants and the amount of Contribution [and loan repayment] for each Participant.

[Contributions may be made at any time during the Contract Year [provided such Contributions are made in a manner consistent with the requirements of ERISA and Department of Labor Regulations].]

- [3] [Maximum Annual Additions. The annual additions to the Contract may not exceed the applicable limitations of Code Section 415(c) (treating Contributions and other additions as annual additions).]
- [5] [All amounts of compensation deferred under the Plan for deposit to this Contract must be transferred to the Contract no later than 15 business days after the end of the month in which the compensation would otherwise have been paid to the employee].

Section B. Allocation of Contributions

Upon receipt by TLIC of the Contractholder's signed acceptance of the Contract and necessary allocation information, Contributions [and loan repayments] which are received by TLIC for a Participant will be allocated to the Guaranteed Pooled Fund under the terms of the Plan and this Contract.

[Any loan repayments, inclusive of interest, minus any loan transaction charges, will be credited to the Guaranteed Pooled Fund in accordance with the Participant's investment election in effect at the time of repayment.]

[Excess contributions and forfeitures will be held in the Suspense Account and will earn interest from the date of deposit to the Suspense Account until the date they are withdrawn from the Suspense Account at a rate of interest determined by TLIC for each Contract Year.]

Section C. Grace Period

A 31 day grace period from the due date of any deposits [or payments] required under this Contract will be granted[, except for any expense charges due on the Date of Transfer].

Article 3. GUARANTEED POOLED FUND, CREDITS, WITHDRAWALS, AND TRANSFERS

Section A. The Guaranteed Pooled Fund (Pooled Account No. 34)

The Guaranteed Pooled Fund is a separate account maintained by TLIC in accordance with Iowa law for the investment of amounts allocated thereto under this and other group contracts issued by TLIC. The balance of this Fund at any time forms part of the assets of TLIC.

All amounts allocated to the Guaranteed Pooled Fund are owned by TLIC, and all rights of the Contractholder in these assets are defined in this Contract. The Contractholder's Balance (as defined below) in the Guaranteed Pooled Fund, including accrued interest, is guaranteed by TLIC.

The portion of the assets of the Guaranteed Pooled Fund not exceeding the reserves and other contract liabilities with respect to this Fund will not be chargeable with liabilities arising out of any other business of TLIC. All income, gains, and losses, whether or not realized, from assets allocated to the Guaranteed Pooled Fund will be credited to or charged against this Fund without regard to any other income, gains, or losses of TLIC.

The "Contractholder's Balance" of the Guaranteed Pooled Fund at any time equals the excess of (1) deposits, interest credits and any other credits to this Fund as provided under this Contract, over (2) withdrawals and transfers from this Fund as provided in this Contract.

The market value of the assets in the Guaranteed Pooled Fund, other than cash, will be calculated on each Valuation Date: (a) as determined from actual market quotations for such investments to the extent readily available, from quotations for such investments obtained from one or more market makers or dealers, from independent third party pricing services who may use a matrix, formula or other objective method to price securities, or from other appropriate independent pricing sources, or (b) to the extent the information referred to in (a) is not available, at fair value as determined in good faith by TLIC in consultation with such experts as it may determine. TLIC reserves the right, subject to Iowa law and upon notice to the Contractholder, to revise the valuation procedures described in this Contract.

An asset charge (deducted on each Valuation Date) equivalent currently to [2.00%] on an annual basis will be charged against the market value of the assets of the Guaranteed Pooled Fund and paid to TLIC.

TLIC reserves the right, by giving the Contractholder [90] days advance written notice, to change this asset charge at its sole discretion. The asset charge may not be changed more frequently than once in a calendar year, and in no event will this charge exceed [2.00%] on an annual basis unless otherwise approved by the Iowa Insurance Department.

Section B. Interest Credits

Interest will be accrued on a daily basis and will start to be earned on each amount credited to each Participant Account on the date such credit is added. Interest on amounts withdrawn will cease on the date such withdrawals are made.

TLIC will determine the Declared Rate of Interest for each Interest Crediting Period. The Contractholder's Balance in the Guaranteed Pooled Fund during a particular Interest Crediting Period will receive interest credits equal to the greater of: (1) the Declared Rate of Interest for that period, or (2) the Minimum Guaranteed Interest Rate. At the end of each Interest Crediting Period, the Declared Rate of Interest will expire and a new rate will be declared.

[The [Declared Rate of Interest for the] initial Interest Crediting Period [which] begins on the Contract Date [and ends on [_____]] [is [%].]]

Section C. Withdrawals and Transfers

Withdrawals from this Contract will be made in accordance with the following provisions:

[1] [For amounts to be withdrawn for payment to, or on behalf of, a Participant as provided below:

[(a) (i)] Under the terms of the Plan and as provided in Article 5, a Participant (or Participant's beneficiary) has the right to elect in writing, subject to the Contractholder's authorization, to withdraw all or a portion of his or her Participant Account for any of the following reasons:

- [7] * [Participant becoming disabled [(within the meaning of Code Section 72(m)(7))].]
- * Participant's death.
- * Participant's retirement or severance from employment.
- * [Hardship withdrawal under the terms of the Plan (but only in respect to Participant contributions exclusive of earnings).]
- * [Participant's attainment of at least age 59 1/2.]]

[7] [(ii) Participant elected withdrawals from this Contract for any reason other than those described in item (i) above, as permitted by the Plan and authorized by the Contractholder, will be subject to a charge equal to [7%] of the withdrawal request amount. This charge will be withdrawn from the Participant Account before the distribution of the requested withdrawal amount.] This charge will not apply if the Participant elects a fixed annuity benefit as provided in Article 5].

[7] [(iii)] A partial withdrawal from a Participant Account cannot be less than \$500 [unless the withdrawal is provided under Subsection (6) below or is due to hardship as provided in item (i) above.]

[8] [(iv)] [Regardless of any provision of the Contract to the contrary, the aggregate amount of withdrawals made due to Employer Initiated Events during any twelve month period that exceeds [20%] of the Contractholder's Balance in the Guaranteed Pooled Fund as of the first day of such twelve month period is subject to a [7%] charge. This charge will be withdrawn from the applicable Participant Accounts before the distributions are made.]

[8] [A [7%] charge will apply to the aggregate amount of withdrawals made due to Employer Initiated Events since the Contract Date that exceeds [40%], as determined below. To determine the applicable percentage for each specific withdrawal made due to Employer Initiated Events, the amount of such withdrawal will be divided by the Contractholder's Balance in the Guaranteed Pooled Fund as of twelve months prior to the date of such withdrawal. For multiple withdrawals due to Employer Initiated Events, the percentages for all such withdrawals will be added together to determine when the [7%] charge will be applicable under this paragraph.]

[Alternatively, in lieu of the charges referred to above being withdrawn from the applicable Participant Accounts, the Employer may elect to pay the amounts of such charges to TLIC.]

[In lieu of applying the withdrawal charges referred to above, and with the prior consent of TLIC, the Employer may elect to have such withdrawals made due to Employer Initiated Events paid within the twelve month period following TLIC's receipt of notice of such Employer Initiated Events.]

[3] [(b)] In accordance with the restrictions of Section 403(b)(11) of the Code, amounts attributable to Contributions made after December 31, 1988 pursuant to a salary reduction agreement may be paid to the Participant only after the Participant attains age 59 1/2, has a severance from employment, dies or becomes disabled (within the meaning of Code Section 72(m)(7)), or due to hardship under the terms of the Plan (but only from principal, not including earnings); or if permitted under the Plan, in the case of a qualified reservist distribution, the date on which a period referred to in subclause (III) of Code Section 72(t)(2)(G)(iii) begins.]

(2) [For amounts to be transferred to Other Investment Options as provided below:

A Participant has the right to direct TLIC that all or a portion of the funds in his or her Participant Account under this Contract be transferred to Other Investment Options subject to the following conditions and limitations:

[(a)] No transfers may be made to a Fixed Income Fund.

(b) Any amounts transferred to non-Fixed Income Funds may not subsequently be transferred to a Fixed Income Fund [or withdrawn before age 59 1/2 due to in-service withdrawals] for at least [90] days.]]

(3) [For loans payable to Participants under the terms of the Plan. Withdrawals for loans will be processed in accordance with the provisions of the Plan.]

- [(4)] [For each Participant who establishes a Schwab PCRA as an investment option outside the Contract, a charge of [\$200] per Contract Year. This charge will be withdrawn from the Participant Account on the earlier of: (a) the Participant's termination of participation under the Contract, (b) the Participant's termination of the Schwab PCRA, and (c) the end of each Contract Year.]
- [(5)] [For the payment of expenses to the Servicing Agent for providing recordkeeping and administrative services to the Plan.]
- [(6)] [For refunds or other distribution of Contributions as may be required to comply with the Code or any other statute of similar import.]

Article 4. ADMINISTRATION

Section A. Information to be provided to TLIC

The Contractholder will provide TLIC with information that TLIC may reasonably require for the administration of the Contract. [TLIC reserves the right, at any reasonable time, to inspect the records of the Contractholder [and Employer] which have a bearing on the coverages available under this Contract.]

TLIC is entitled to rely conclusively upon all information furnished by the [Contractholder], [Employer] [and] Participant] and will be fully protected in acting in accordance with any written or telephone instruction or other communication believed to be genuine.

[Section B. Statement of Participant Accounts

As of the end of each Contract [Year] [quarter], each Participant will receive a statement which indicates the total amount of Contributions to and distributions from his or her Participant Account during such period, and the total amount available in this account as of the last day of such period.]

Section D. Contractholder Statements

As of the end of each Contract [Year] [quarter], the Contractholder will receive a statement of the transactions under this Contract for that period.

Article 5. BENEFITS

Section A. Notice

The Contractholder will give TLIC written notice whenever a Participant or a Participant's beneficiary elects to receive a benefit under the terms of the Plan. Such written notice will be accompanied by the Participant's or beneficiary's written election of a benefit including the manner in which the benefit will be distributed. The notice will also include or be accompanied by other information that TLIC will reasonably require to process the benefit distribution.

Subject to the terms of the Plan [and the provisions of Section [C(1)] of Article 3], all or a portion of the Participant Account will be withdrawn as elected by the Participant and paid to him or her in a lump sum payment or periodic cash distributions, or applied to purchase a fixed annuity benefit as provided in Sections B and C below. [However, on or after the Participant's termination of employment, an annuity benefit may not be elected if the vested value of the Participant's account under the Plan is equal to or less than [\$5,000], [or any other involuntary cash out amount specified in the Plan,] or would provide an annuity benefit of less than \$20 per month.]

Section B. Forms of Annuity

Subject to the terms of the Plan, the forms of annuity will be those made available by TLIC. Subject to the terms of the Plan, these forms will include, but are not necessarily restricted to, (1) a life annuity with a 5 or 10 year period certain, (2) a life annuity with no period certain, and (3) a contingent annuity. [In no event will the available forms of annuity include any that violate Section 401(a)(9) of the Code [or IRS Rev. Ruling 73-239 or any successor ruling.]]

TLIC will issue to [the Contractholder for delivery to] each Participant for whom an annuity benefit has been purchased under this Contract a non-transferable annuity certificate stating the amounts and terms of payment of such benefits.

Section C. Value of Annuity Benefit

As of a Participant's Annuity Purchase Date, all or a portion of the Participant Account, as elected by the Participant, will be withdrawn from this Contract, reduced by premium taxes, if applicable, and applied to purchase a fixed annuity benefit under this Contract. The amount of the annuity benefit will be determined by (1) the amount applied to purchase the annuity, (2) the form of annuity elected, and (3) the non-participating single premium group annuity purchase rates in effect on the Annuity Purchase Date. However, subject to the provisions of Article 8, in no event will the annuity purchase rates declared by TLIC result in an annuity benefit that is less than (i) for the first five Contract Years, an annuity benefit determined in accordance with the Annuity Purchase Rate Table at the end of this Contract or (ii) the immediate annuity purchase rates in effect on the Annuity Purchase Date for contracts in the same class of contracts as this Contract, whichever provides a higher annuity benefit.

If TLIC determines that the age or any other fact affecting the coverage or the payment or amount of benefit has at any time been misstated with respect to any Annuitant, the benefit payable by TLIC at any time will be such as the amount used to purchase the benefit would provide on the basis of the correct facts.

Any overpayments made by TLIC by reason of any misstatement may be charged against, and any underpayment resulting therefrom may be added to, any benefit payments made or to be made with respect to the Annuitant involved.

Section D. Death Benefits

If a Participant dies prior to the commencement of benefits and while his or her Participant Account is still being maintained under this Contract, his or her beneficiary will be paid a death benefit that is equal to the Participant Account [(reduced by any security interest and related charges pertaining to a Plan loan to the Participant which is still outstanding)] in accordance with the provisions of the Plan.

[Section E. Disability Benefits

[Subject to the terms of the Plan,] if a Participant becomes disabled [(within the meaning of Code Section 72(m)(7))] and is unable to perform his or her duties, he or she will be paid a disability benefit in a single sum that is equal to the Participant Account [(reduced by any security interest and related charges pertaining to a Plan loan to the Participant which is still outstanding).]]

[Section F. Eligible Rollover Distributions

(1) Notwithstanding any provision of the Contract to the contrary that would otherwise limit a distributee's election under this Contract, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

[3] (2) Definitions.

(i) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution form excluded under Sections 402(c)(4) and 403(b)(8)(B) of the Code, and, if the Plan so provides, any other distribution(s) that is reasonably expected to total less than \$200 during the year.

(ii) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code (other than an endowment contract), a Roth IRA described in Section 408A of the Code (subject to the eligibility requirements and restrictions of that Section), an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, or a qualified plan described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution.

[3]

An eligible retirement plan shall also mean an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from the Plan.

The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code.

If any portion of an eligible rollover distribution is attributable to payments or distributions from a designated Roth account, an eligible retirement plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual.

[3]

(iii) Distributee: A distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. A distributee also includes a participant's nonspouse designated beneficiary, as provided under the Plan. In the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity ("IRA") described in Section 408(a) or 408(b) of the Code, that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Section 402(c)(11) of the Code. Also, in this case, the determination of any required minimum distribution under Section 401(a)(9) of the Code that is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B.395.

(iv) Direct rollover: A direct rollover is a payment by the Contract to the eligible retirement plan specified by the distributee.]

[3]

[Section G. Minimum Distribution and Death Benefit Requirements

Any provisions of the Contract to the contrary notwithstanding, the requirements of Code Section 401(a)(9) and the incidental death benefit requirements of Code Section 401(a) will be met with respect to this Contract. The Code Section 401(a)(9) requirements shall apply to benefit accruals after December 31, 1986. Except as otherwise provided in the final 403(b) regulations, the distribution rules in Section 401(a)(9) of the Code will be applied to this Contract in accordance with the provisions in Treas. Reg. §1.408-8."]

[Section H. Required Distributions Where Holder of the Contract Dies Before Entire Interest Is Distributed

(1) (a) If any holder of this Contract dies on or after the annuity starting date and before the entire interest in this Contract has been distributed, the remaining portion of such interest will be distributed at least as rapidly as under the method of distribution being used as of the date of his or her death, and

[9]

(b) if any holder of this Contract dies before the annuity starting date, the entire interest in this Contract will be distributed within 5 years after the death of such holder.

(2) Exception For Certain Amounts Payable Over Life Of Beneficiary: If--

- (a) any portion of the holder's interest is payable to (or for the benefit of) a designated beneficiary,
- (b) such portion will be distributed (in accordance with regulations) over the life of such designated beneficiary (or over a period not extending beyond the life expectancy of such beneficiary), and
- (c) such distributions begin not later than 1 year after the date of the holder's death or such later date as the Secretary of the Treasury may by regulations prescribe,

[9]

then for purposes of paragraph (1), the portion referred to in subparagraph (a) shall be treated as distributed on the day on which such distributions begin.

(3) Special Rule Where Surviving Spouse Beneficiary.

If the designated beneficiary referred to in paragraph (2)(a) is the surviving spouse of the holder of the Contract, paragraphs (1) and (2) shall be applied by treating such spouse as the holder of the Contract.

(4) Designated Beneficiary.

For purposes of this Section, the term "designated beneficiary" means any individual designated a beneficiary by the holder of the Contract.

(5) Special Rule Where Holder Is Corporation Or Other Non-Individual.

(a) In General - For purposes of this Section, if the holder of the Contract is not an individual, the primary annuitant shall be treated as the holder of the Contract.

[9]

(b) Primary Annuitant - For purposes of this Section, the term "primary annuitant" means the individual, the events in the life of whom are of primary importance in affecting the timing or amount of the payout under the Contract.

(6) Treatment Of Changes In Primary Annuitant Where Holder Of Contract Is Not An Individual.

For purposes of this Section, in the case of a holder of an annuity contract which is not an individual, if there is a change in a primary annuitant (as defined in paragraph (5)(b)), such change shall be treated as the death of the holder.]

Article 6. SUSPENSION AND TERMINATION OF CONTRACT

Section A. Suspension of Contract

[The Contract may be suspended by the Contractholder or TLIC as provided in this Article 6 with respect to any one, all or any combination of the plans indicated in the definition of “Plan” in Article 1. Consequently, the effects and results of suspension will pertain to any one, all or any combination of these plans, as the case may be.]

(1) Suspension by Contractholder: The Contractholder may suspend this Contract by giving written notice to TLIC, except that such notice may not be given to TLIC earlier than [twelve] months following the date of the initial deposit under the Contract. Upon receipt by TLIC of such written notice, the Contract is immediately suspended.

(2) Suspension by TLIC: TLIC may suspend this Contract by giving the Contractholder written notice if:

[10] (a) It is determined that Contributions do not comply with the requirements of Section [403(b)] of the Code [or of ERISA].

(b) Contributions required in accordance with Section A of Article 2 are not received by TLIC.

[(c) TLIC receives written notice from the Contractholder to transfer assets under this Contract to a successor funding agent.]

[(d) TLIC is advised that the Servicing Agent has received or has given notice that it will no longer be providing recordkeeping and administrative services to the Plan.]

[(e) TLIC determines that it can no longer continue to provide benefits under this Contract because of a change in the Plan.]

[(f) TLIC invokes its rights under item (c) of Section B. of Article 8.]

Section B. Effects of Suspension

If this Contract is suspended, such suspension will be considered irrevocable, and the Contract will continue in suspension until the Contractholder’s Balance of the Guaranteed Pooled Fund is depleted or the Contract is restored to full force and effect by written agreement between the Contractholder and TLIC.

[Immediately upon suspension of the Contract and as long as this Contract continues in suspension, [(1)] no Contributions [(except loan repayments)] may be made to the Contract without TLIC’s written consent] [and (2) no withdrawals may be made from the Contract under Subsection C (3) of Article 3 without TLIC’s written consent]].

[During the [30] day period prior to the Date of Transfer, TLIC reserves the right to cease making any withdrawals and transfers from this Contract.]

Section C. Results of Suspension

As a result of Contract suspension, TLIC will withdraw the Contractholder's Balance of the Guaranteed Pooled Fund [and the Suspense Account] on the Date of Transfer and pay such balances, as directed by the Contractholder, to a successor funding vehicle on behalf of the Participants.

At any time during the period of Contract suspension, the Contractholder may direct TLIC in writing to purchase annuity benefits on the Date of Transfer for certain Participants as elected by these Participants. The Contractholder must provide TLIC with information that TLIC may reasonably require in order to purchase such annuity benefits.

[Section D. Contract Termination Where the Plan is Terminating

[3]

If the Employer provides TLIC with written notice of the termination of the Plan funded by the Contract, and subject to any restrictions contained in this Contract, including any withdrawal charge (or other applicable fee) provisions, all Participant Accounts will be distributed in accordance with the provisions of the Plan and final §403(b) regulations.]

Section E. Termination

Upon depletion of the Contractholder's Balance of the Guaranteed Pooled Fund and the Suspense Account, this Contract will terminate and TLIC will be relieved of all further liability except with respect to any annuity benefits purchased under this Contract.

Article 7. BENEFICIARY PROVISIONS

Section A. Designation and Change of Beneficiary

Subject to the terms of the Plan, a Participant may designate a beneficiary to receive any payment due upon the death of such Participant and may subsequently change the beneficiary designation. Such designation or change will take effect upon receipt by TLIC of written notice of the designation or change.

Section B. Payment to Beneficiary

Before making payment to a beneficiary, TLIC will require proof of the death of the Participant who designated such beneficiary.

Payment to a beneficiary as provided in this Contract will be made in accordance with the provisions of the Plan and the beneficiary designation in effect at the time of the Participant's death.

In the absence of any Plan provision governing payment of benefits when no beneficiary designation is in effect, TLIC may, at its option, make payment to the Participant's estate.

A beneficiary who is a natural person entitled to receive a lump sum death benefit under this Contract may, subject to the provisions of Article 5 and the terms of the Plan, elect an annuity benefit in lieu of the lump sum death benefit.

Article 8. MODIFICATION OF CONTRACT GUARANTEES

Section A. Changes to the Purchase Rates

TLIC guarantees the annuity purchase rates indicated in the Annuity Purchase Rate Table for the first five Contract Years. TLIC reserves the right to change the annuity purchase rates indicated in the Annuity Purchase Rate Table at any time during the first five Contract Years if TLIC determines that any changes in the Code or any other regulations or rulings increase the tax payable on earnings or gain attributable to this Contract. TLIC will provide written notice to the Contractholder at least [30] days before any such change is to become effective, and such change will apply to all annuity benefits which are purchased after the effective date of the change.

Section B. Changes Which May be Made by TLIC at Any Time

[(a)][TLIC reserves the right to make available under this Contract additional investment options for possible selection by the Contractholder; however, the Contractholder has the exclusive right to decide whether or not such investment options will be made available under the Plan. If the Contractholder directs TLIC to invest any assets under these investment options, such action will constitute the Contractholder's acceptance of TLIC's terms, conditions and limitations concerning these investment options.]

[(b)] TLIC reserves the unilateral right, by giving the Contractholder [180] days advance written notice, not to accept any deposits and transfers for allocation to the Guaranteed Pooled Fund [or any other investment option] under this Contract for the purpose of no longer offering the Guaranteed Pooled Fund [or other investment option] to any contract within the class of contracts to which this Contract belongs.

[[c)] TLIC reserves the right to provide the Contractholder with 90 days advance written notice of TLIC's suspension of the Contract in order to close the Guaranteed Pooled Fund for the class of contracts to which this Contract belongs. Upon the later of: (1) the end of the 90 day notice period or (2) the end of the current Interest Crediting Period, TLIC will withdraw the Contractholder's Balance of the Guaranteed Pooled Fund (and the Suspense Account) and as directed by the Contractholder, (i) pay such balances to a successor funding vehicle on behalf of the Participants or (ii) transfer such balances to a guaranteed interest contract ("GIC") issued by TLIC. If no direction is received from the Contractholder, TLIC will transfer such balances to the GIC.

TLIC will credit a single declared interest rate under the GIC of not less than the Minimum Guaranteed Interest Rate in effect for the Guaranteed Pooled Fund at the time TLIC's notice of suspension is provided. The maturity date of the GIC will be not less than [three] year[s] or more than [five] years from the date of the initial deposit. Under the GIC, TLIC will continue to pay its share of participant-initiated withdrawals and transfers to non-Fixed Income Funds.]

Article 9. GENERAL PROVISIONS

Section A. Contract

This Contract has been issued in consideration of and in reliance on the Contractholder's application and all representations made therein. This Contract and the attached copy of the Contractholder's application constitute the entire Contract between TLIC and the Contractholder.

[11] The purpose of this Contract is to provide benefits to the Participants and their beneficiaries under the terms of the Plan. [Subject to the Plan and the rights of TLIC, no funds under this Contract will ever be used for, or diverted to, purposes other than the exclusive benefit of Participants and their beneficiaries.]

All statements made by the Contractholder, [Employer,] or by Participants will be deemed representations and not warranties.

Only the President, the Secretary or a Vice President of TLIC has the authority to modify, enlarge or vary this Contract, or to waive any requirement or provision thereof.

Section B. Amendment of Contract

This Contract may be amended by TLIC as provided by its terms or by agreement between TLIC and the Contractholder.

No amendment of the terms of this Contract will be effective unless agreed to by TLIC in writing signed by the President, the Secretary or a Vice President of TLIC and, unless otherwise provided for by the terms of this Contract, agreed to in writing by the Contractholder. In any event, however, TLIC reserves the right to amend this Contract to conform its provisions to applicable Federal and State law.

No Participant or other person has any right of approval of any action amending or suspending this Contract. No amendment of this Contract will affect annuity benefits purchased under this Contract prior to the effective date of such amendment.

Section C. Agents of TLIC

TLIC may, to the extent permitted by law, engage or employ the Servicing Agent or any other suitable agents or advisers, and pay their reasonable expenses and compensation, as it may determine is necessary or desirable for the expeditious and effective performance of its duties under this Contract.

Section D. Notices

Any provision in this Contract requiring "receipt by TLIC" or "received by TLIC", or "give TLIC written notice" (or forms or other types of notice or elections) will mean that such payments or notice or elections must be received by the Servicing Agent electronically, by facsimile or by mail at [440 Mamaroneck Avenue, Harrison, New York 10528] unless a different address is designated in a written notice to the Contractholder.

[Under any provision of this Contract in which TLIC requires written notice, information or direction from the Contractholder and the Contractholder is not the Employer, TLIC may accept such written notice, information or direction from the Employer.]

[Under any provision of this Contract in which TLIC is required or has the right to provide the Contractholder with written notice, information or other material and the Contractholder is not the Employer, TLIC may provide such written notice, information or other material to the Employer in lieu of the Contractholder.]

Section E. Contract Assignability

This Contract and its rights may not be transferred or assigned without TLIC's prior written consent.

Section F. Assignment of Benefits

The benefits of or arising out of this Contract may not be assigned, transferred or subjected to surrender or anticipation, or used to satisfy the debts of any person, except as may otherwise be provided in this Contract or by law.

[Section G. Claims Against the Contract

- [9] Subject to the terms of the Plan, all assets under this Contract are subject to the claims of the Employer's general creditors, and no Participant or beneficiary will have any secured or beneficial interest in any property, rights or investments held by the Employer with respect to these assets.]

Section H. Not a Party to the Plan

TLIC is not a party to the Plan [and reserves the right to disregard any amendment to the Plan after the Contract Date or any successor Plan which would have an adverse financial effect on TLIC, which enlarges or expands TLIC's obligations or duties under this Contract or which decreases TLIC's rights under this Contract.]

Section I. Enforceability

If any provision of this Contract is held invalid or unenforceable, the remaining provisions of this Contract will not be affected, and this Contract will be construed and enforced as if the invalid provision had not been included under the Contract.

[Section J. Non-transferability

This Contract is not transferable.]

ANNUITY PURCHASE RATE TABLE

Maximum Amount Required per [\$10] a month Immediate Life Annuity with [10] Years Certain - First Monthly Payment Due on the Annuity Purchase Date.

	Age*	Maximum Purchase Rate for annuities purchased during the 1 st through 5 th Contract Years
[12]	[55	[\$3559
	56	3472
	57	3390
	58	3300
	59	3215
	60	3135
	61	3049
	62	2959
	63	2874
	64	2786
	65	2703
	66	2618
	67	2538
	68	2451
	69	2375
	70	2294
	71	2217
	72	2141
	73	2066
	74	1996
	75]	1927]

*A Participant's age will be his or her age at nearest birthday on the Annuity Purchase Date.

This Table is subject to change by TLIC as provided in Article 8.

The mortality and interest assumptions underlying the annuity purchase rates shown above are as follows:

	Mortality Table	Assumed Interest
[12]	[2000 Annuity with projection	1.00%]

Maximum purchase rates for ages not shown and for other forms of annuity will be quoted by TLIC upon request. These maximum rates will be based on the actuarial assumptions indicated above.

APPLICATION TO TRANSAMERICA LIFE INSURANCE COMPANY

Contract No. [_____]

Contractholder: [_____]

The Contractholder hereby applies to Transamerica Life Insurance Company for the coverage provided by the above Contract.

The terms of said Contract (including any riders forming a part thereof) are hereby approved and accepted by the Contractholder.

It is agreed that this application supersedes any previous application made by the Contractholder for this coverage.

Dated at: [_____] [_____]
(the Contractholder)

Date: [_____] By: [_____]
(Authorized Representative)

[1] [403(b)] Group Fixed
Annuity Contract with Pooled Separate Account Funding

SERFF Tracking Number: AEGQ-127614173 State: Arkansas
 Filing Company: Transamerica Life Insurance Company State Tracking Number: 49805
 Company Tracking Number: PGPF2011TLICNC
 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
 Product Name: TLIC - GPF contract
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Certification attached. Attachment: Certification - Arkansas.pdf		
Bypassed - Item: Application Bypass Reason: N/A. Application attached in Form Scheule Tab. Comments:		
Satisfied - Item: Life & Annuity - Acturial Memo Comments: Actuarial Memo attached. Attachment: ActuarialMem -Arkansas Replacement - TLIC.pdf		
Satisfied - Item: Memorandum of Variability Comments: Memorandum of Variability attached. Attachment: tlicmovgpf.pdf		

Transamerica Life Insurance Company

I hereby certify that policy form PGPF2011TLICNC is in compliance with Rule & Regulation 19 and Rule & Regulation 49 as well as all applicable requirements of the Arkansas Department of Insurance. PGPF2011TLICNC is a group annuity contract which serves as a funding vehicle for pension, profit-sharing, or deferred compensation plans and is, therefore, exempt from ACA 23-80-206, readability, as noted in ACA 23-80-204. We believe we are exempt from ACA 23-79-138 since this is a group annuity contract and Section ACA 23-79-138 indicates that it applies to life insurance, accident and health insurance, property insurance, casualty insurance, or title insurance.



Elizabeth Belanger, Vice President

September 21, 2011

Date

MEMORANDUM OF VARIABILITY
RE: PGPF2011TLICNC/AGPF2011TLICNC

This is an allocated group annuity contract with pooled separate account funding designed for use as a funding vehicle for defined contribution tax-qualified plans, IRC Section 403(b) plans, 457(b) governmental plans and non-qualified deferred compensation plans, including those under Section 457.

The insurance company name may be changed from Transamerica Life Insurance Company in the future and the fund name may be changed from Guaranteed Pooled Fund in the future due to marketing or other considerations, however, for ease of reviewing the Contract, these references have not been bracketed. The name and/or address of the Servicing Agent may be changed in the future, and any other names/signatures and addresses may be changed in the future as well.

The term "Employer" may be replaced by the term "Plan Sponsor" throughout the Contract and below when the Contract is funding a union or Taft-Hartley plan.

Any provision in this contract may be extracted for use in a rider amending any Transamerica Life Insurance Company contracts for plans described above.

TLIC reserves the right to change the format, font and pagination of the Contract. Section and Article references may vary and are not bracketed in most places.

All other variable material in this submission has been bracketed and, except for the items described below, are self-explanatory. Bracketed material will be included or omitted except for: (a) numerical bracketed items, (b) the variable items with explanations indicated below, (c) specific contract identifying information such as names, dates and Contract Number, and (d) Section and Article references. Unless otherwise indicated below or in the Contract, bracketed numerical items, except for Section and Article references, represent maximum amounts.

Each of the following variable items is numbered to correspond to the appropriately numbered item of the Contract.

[1] The reference to "403(b)" will be modified to reflect the type of plan investing under the Contract, and will be changed to either Tax-Qualified, Non-Qualified Deferred Compensation, Tax Exempt Eligible 457(b), 457(f), or 457(b) Governmental, whichever is applicable, or it may be omitted.

[2] The following may be substituted to reflect a short Contract Year:

"Contract Year"

A period of time beginning on the Contract Date and ending on [_____], and thereafter each subsequent 12 month period measured from [_____].

[3] These provisions will be included only when the contract is a funding vehicle for a 403(b) plan.

[4] The following may be substituted for this paragraph:

The Employer will make deposits under this Contract as directed by the Participants under the terms of the Plan.

OR

The Employer will make deposits under this Contract as permitted by the terms of the Plan.

- [5] This paragraph will be added when the Contract is funding a non-governmental 457(b) deferred compensation Plan.

- [6] The following paragraph may be substituted as the definition of Minimum Guaranteed Interest Rate:

[3.00]% through December 31, [2011]. Thereafter, the Minimum Guaranteed Interest Rate will be re-determined as of each January 1st based on the average of the five-year constant maturity treasury rates reported by the federal reserve during the month preceding the month before each January 1st re-determination date, rounded to the nearest one-twentieth of one percent and reduced by one hundred twenty-five basis points. The resulting Minimum Guaranteed Interest Rate shall not be less than 1.00% or more than 3.00%.

Note: The Minimum Guaranteed Interest Rate will comply with the applicable state's non-forfeiture rate. TLIC reserves the right to modify the above paragraph in order to comply with any changes in the non-forfeiture laws with respect to the non-forfeiture rate.

- [7] For tax-qualified and some non-qualified deferred compensation plans (including 457(b) and 457(f) plans), the following will be substituted for the first paragraph of Section C(1) and items (a)(i), (ii) and (iii) of Article 3:

For Plan benefits payable to, or on behalf of, a Participant as provided in Article 5.

- [8] The following may be substituted for the first two paragraphs of item (a)(iv) of Section C(1) of Article 3 if more than one plan is investing under a single contract:

[Regardless of any provision of the Contract to the contrary, the aggregate amount of withdrawals attributable to any one plan indicated in the definition of "Plan" in Article 1 which are made due to Employer Initiated Events during any twelve month period that exceeds [20%] of such plan's balance in the Guaranteed Pooled Fund as of the first day of such twelve month period is subject to a [7%] charge. This charge will be withdrawn from the appropriate Participant Accounts before the distributions are made.]

[A [7%] charge will apply to the aggregate amount of withdrawals attributable to any one plan indicated in the definition of "Plan" in Article 1 which are made due to Employer Initiated Events since the Contract Date that exceeds [40%], as determined below. To determine the applicable percentage for each specific withdrawal made due to Employer Initiated Events, the amount of such withdrawal will be divided by the applicable plan's balance in the Guaranteed Pooled Fund as of twelve months prior to the date of such withdrawal. For multiple withdrawals attributable to such plan which are made due to Employer Initiated Events, the percentages for all such withdrawals will be added together to determine when the [7%] charge will be applicable under this paragraph.]

[9] These provisions will be included only when the contract is a funding vehicle for a non-qualified deferred compensation plan, however, the provisions may not apply to certain 457 plans.

[10] This sentence may be modified to reflect the type of plan being covered under the Contract, with “401(a) or 403(a)”, “457(b) Governmental” or “457(f)” being substituted for “403(b)”, or by the substitution of one of the following for the current sentence:

It is determined that the Plan is no longer a non-qualified deferred compensation plan.

OR

The Plan no longer constitutes an eligible plan for a non-governmental tax exempt organization under Section 457(b) of the Code.

[11] The second sentence of this section will be excluded for non-qualified deferred compensation plans and certain 457(b) plans.

[12] The actuarial assumptions will be modified as necessary to reflect changes in prevailing interest rates, expense charges or mortality rates. These modifications may result in purchase rates which exceed those shown in the Annuity Purchase Rate Table.

[13] The period of time that any Interest Crediting Period will be in effect will not be less than six months.

SERFF Tracking Number: AEGQ-127614173 State: Arkansas
Filing Company: Transamerica Life Insurance Company State Tracking Number: 49805
Company Tracking Number: PGPF2011TLICNC
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: TLIC - GPF contract
Project Name/Number: /

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
09/06/2011	Supporting	Flesch Certification Document	09/21/2011	
09/06/2011	Supporting	Life & Annuity - Acturial Memo Document	09/20/2011	Actuarial Memo - Arkansas.pdf (Superceded)